

**CHESTERFIELD COUNTY
PURCHASING DEPARTMENT
CHESTERFIELD, VIRGINIA
(804) 748-1617
January 4, 2011**



REQUEST FOR PROPOSAL #11-0162

ACCOUNTS PAYABLE AUDIT
AND RECOVERY SERVICES FOR DISBURSEMENTS
FOR FISCAL YEARS 2009 AND 2010

DUE: February 4, 2011

*Request For Proposal Prepared By
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Principal Contract Officer
Purchasing Department
www.chesterfield.gov/purchasing*

1. **PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations between Chesterfield County and a Cost Recovery Auditor (CRA) to conduct a Recovery Audit of Chesterfield County's contracts and payments for the fiscal years ending June 30, 2009 and 2010.

2. **GENERAL TERMS AND CONDITIONS**

- 2.1 Submittals, in **(four) (4)** copies, marked "**Accounts Payable Audit and Recovery Services**" will be received no later than **5:00 P.M.**, Local Time Prevailing, on **February 4, 2011**, in:

Chesterfield County Purchasing Department
9842 Lori Road, Suite 101 (Court Square)
Chesterfield, Virginia 23832-0001
Monday-Friday, 8:30 a.m. – 5:00 p.m.

- 2.2 Should you decide to utilize an express delivery service, please note that we are located at the Intersection of Ironbridge Road (State Route 10) and Lori Road. **Proposals will not be accepted via Fax machine or Internet E-mail.**
- 2.3 Mark outside of envelope with **RFP #11-0162** and proposal subject, "**Accounts Payable Audit and Recovery Services**".
- 2.4 Time is of the essence and any proposal or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the offerors for ensuring that their proposals are stamped by Purchasing Department personnel before the deadline indicated in Section 2.1. Proposals and/or any addenda pertaining thereto, received after the announced time and date of receipt, by mail or otherwise, will be returned. However, nothing in this RFP precludes the County from requesting additional information at any time during the procurement process.
- 2.5 In the event that Chesterfield County government offices are closed due to inclement weather and/or emergency situations at the time set aside for a pre-proposal meeting and/or receipt of proposals, the pre-proposal meeting and/or published due date will default to the next open business day at the same time.
- 2.6 If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department at (804) 748-1617, three working days prior to need.
- 2.7 Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The County reserves the right to award in part, in whole, and/or to award to multiple contractors, or to reject any or all proposals received. Any requirements listed herein are intended to describe qualifications, certifications and/or experience considered to be vital and should be used as guidelines for proposal submission. Firms not meeting specific requirements listed herein are encouraged to list and/or demonstrate alternate qualifications, certifications and/or experience for consideration.
- 2.8 Any proposal submitted **MUST** include the Signature Sheet which has been signed by an individual authorized to bind the offeror. All proposals submitted without such signature may be deemed non-responsive.

- 2.9 RFP Process: Offerors are to submit written proposals which present the offeror's qualifications and understanding of the work to be performed. The offeror's proposal should be prepared simply and economically and should provide all the information which it considers pertinent to its qualifications for the project and which respond to the Scope of Services and Evaluation Criteria listed herein. Emphasis should be placed on completeness of services offered and clarity of content. Offeror is requested to respond to each section/subsection in the order in which it appears in the RFP.
- 2.10 For information pertaining to the award on this procurement transaction, offerors may access public notification electronically at www.chesterfield.gov/purchasing
- 2.11 Proprietary Information: Section 2.2-4342 F of the *Code of Virginia* states: "Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of §2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§2.2-3700 et seq.); however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." Proposals not in compliance with section 2.2-4342 F will be subject to disclosure.
- 2.12 Total Quality Improvement Initiative: In order to continuously improve the efficiency and effectiveness of all public services provided, Chesterfield County has adopted and implemented the TOTAL QUALITY concept in its approach to organizational management. Listed herein for all prospective offerors to the County is an overview of the County's TOTAL QUALITY IMPROVEMENT (TQI) initiative. Offerors should review this information in order to familiarize themselves with the management philosophies and environment of the County prior to responding to Request for Proposals.

Chesterfield County is a leader in the application of innovative and successful management approaches. The County's leadership has resulted in numerous awards and broad recognition of the County and its employees. A constantly growing demand for additional and enhanced services has prompted the County to seek even higher levels of innovation and service excellence.

The TQI initiative is led by front line workers, supervisors, department directors, and the County's Leadership Group. Their intensive involvement in quality improvement demonstrates the County's commitment to the TQI values and principles of the initiative.

The TQI initiative includes specific guidelines for values and principles regarding the involvement of every employee within the organization. Implementation of TQI demonstrates the County's commitment to the importance of each individual.

A high standard of ethics, fairness, integrity, trust, responsibility, and creativity are integral concepts of the TQI Initiative. The County's organizational values center on customer focus, ethical behavior, teamwork, leadership, continuous improvement, open communications, employee involvement, progressive thinking, and data driven decisions. Adherence to these values is expected of all employees of the County, and the County, therefore, expects that all vendors will strive for and continuously improve their customer service.

- 2.13 The County's Definition of Total Quality Improvement: TQI is the employee, customer, and team oriented approach to work, problem solving, and decision making that depends upon individual employee commitment to improving work processes through the analysis and utilization of data.
- 2.14 Chesterfield County's TQI Mission Statement: Providing a first choice community through excellence in public service. To achieve excellence, all employees of the County will participate in the continuous evaluation and quality improvement of our services in order to meet or exceed customer expectations.
- 2.15 Commitment to Diversity and Chesterfield Businesses: Chesterfield County is a growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status. The county is committed to increasing the opportunities for participation of minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all Invitations for Bids and Requests for Proposals. In addition, the county strongly encourages each contractor and/or supplier with which the county contracts to actively solicit minority-owned businesses, women-owned businesses, and businesses located in the county as subcontractors/suppliers for their projects.

Upon award/completion of work, the County will require the contractor to furnish data regarding subcontractor/supplier activity with Minority-Owned Businesses (MOB), Women-Owned Businesses (WOB), and Chesterfield Businesses (CB) on a Certification of Subcontractor/Supplier Activity form. The form will be provided to the contractor by the Purchasing Department. This information will enable the County to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

Definitions:

Women-Owned Business (WOB) - a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interests is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. (*Code of Virginia 2.2-4310*)

Minority-Owned Business (MOB) – a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals. (*Code of Virginia 2.2-4310*)

Chesterfield Business (CB) - any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

- 2.16 Cooperative Procurement (Use of this contract by other public bodies): This procurement is being conducted by Chesterfield County in accordance with the provisions of 2.2-4304 of the Virginia Public Procurement Act (VPPA). Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. Chesterfield County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Chesterfield County contract. Chesterfield County assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.
- 2.17 Non-Appropriation: The continuation of the terms, conditions, and provisions of this contract beyond the fiscal year is subject to approval and ratification by the Chesterfield County Board of Supervisors (and the Chesterfield County School Board, as applicable) and appropriation by them of the necessary money to fund said contract for each succeeding year.
- 2.18 Choice of Law and Venue: Any disputes under a resulting contract, that cannot be resolved between the County of Chesterfield and the contractor, must be resolved in the Circuit Court of Chesterfield County, Virginia. Any resulting contract shall be governed by the laws of the Commonwealth of Virginia.
- 2.19 Termination: It shall be the sole right of the County, to terminate any contract upon written notification to the Contractor.
- 2.20 Modification: The resulting contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the County given in the same manner and form as the original signing of this Contract.
- 2.21 Nondiscrimination Clause: In accordance with Section 2.2-4311 of the *Code of Virginia*, every contract for goods or services over \$10,000 shall include the following provisions:
- A. During the performance of this contract, the Contractor agrees as follows:
1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- B. The Contractor shall include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- 2.22 Right To Audit: Contractor=s records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor of any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the County shall have access to said records from the effective date of this contract, for the duration of the work, and until two (2) years after the date of final payment by the County to Contractor pursuant to this contract.

The County shall have access to Contractor=s facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The County shall give Contractor reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and materials suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees= costs from amount payable to Contractor pursuant to this contract.

If an audit inspection or examination in accordance with the article, discloses overcharges (of any nature) by Contractor to the County in excess of five percent (5%) of the total contract billings, the actual cost of the County's audit shall be paid by Contractor.

- 2.23 Insurance: The contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the County, the Engineer (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The Contractor shall furnish a Certificate of Insurance, naming Chesterfield County as additional insured. Should any of the policies be canceled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the County's Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Contract.

The Contractor shall maintain during the term of this contract the following coverage and minimum limits, with insurance companies rated no less than VII and A by A.M. Best Company

General Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per occurrence
Auto Liability	\$1,000,000 per occurrence
Workers' Compensation	Virginia statutory limits
Umbrella/Excess	\$1,000,000 per occurrence

The Contractor shall be responsible for maintaining current certificates of insurance on file with the County, and the Insurance Company shall be responsible for notifying the County thirty (30) days prior to the expiration, cancellation, non-renewal, or material change in the coverage.

2.24 Instructions Regarding Insurance Certificates: The Contractor and his insurance company should carefully review the insurance requirements applicable to this job. All requirements must be met before the County will execute the contract. In particular, we would call your attention to the following:

- A. Please note that the Insurance Certificate must state that the Commercial General Liability and the Umbrella Liability Insurance Policies name **Chesterfield County** as additional insured. This requirement may be met by placing the following language on the Certificate. Many Certificates have a space headed "**Description**" where the language may be inserted as follows:

**Chesterfield County is additional insured or that
Chesterfield County is additional insured with respects to General Liability;
and/or Umbrella Liability policies.**

- B. The Insurance Certificate must also contain the required statement concerning notice of cancellation or other change in coverage. The statement used on some Certificate forms is not acceptable. The statement which is required by the contract documents reads as follows:

"Such certificate shall provide that in the event of the cancellation of the policy or policies listed on such certificate, not less than 30 days notice in writing shall be given to the County."

NOTE: This requirement may be achieved through modifications to the cancellation clause by striking the words 'endeavor to' in the second line and by striking the clause reading 'but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.' OR In lieu of modifying the cancellation clause, Chesterfield County may be listed an additional insured as an endorsement to the policy or by endorsement to the policy the insurer will provide 30 day cancellation notice to Chesterfield County. The endorsement should be on a separate form and attached to the certificate.

- C. The Certificate Holder should be listed as:

Chesterfield County
c/o Purchasing Department
P. O. Box 51
Chesterfield, VA 23832-0001
IFB/RFP #

- D. Certificate of Insurance must be signed.

2.25 Drug Free Workplace: During the performance of this contract, the contractor agrees to:

- A. Provide a drug-free workplace for the contractor's employees
- B. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition
- C. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace
- D. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 2.26 Environmental Management: Contractor shall be responsible for complying with all applicable federal, state, and local environmental regulations, if any. Additionally, the Contractor must meet all Chesterfield County Environmental Management System (EMS) requirements. For questions or additional information, contact the Office of Environmental Management at (804) 717-6531.
- 2.27 Faith-based Organization: Chesterfield County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, Section 2.2-4343.1.
- 2.28 Finance Charges: Chesterfield County will not pay any finance charges imposed on any invoices submitted by the contractor relative to this RFP.
- 2.29 Contractor Background Checks: In order to preserve the integrity and security of county government operations, contract workers may be required to undergo a criminal background check conducted by Chesterfield County. The County will conduct these checks for any worker it believes will have unsupervised access to County designated Security Sensitive areas. Contract workers providing goods, services or construction in these designated areas are required to confine themselves to the area of the work. Based on the results of the background check, the contract worker may be disqualified from providing work/services for Chesterfield County.
- 2.30 Sensitive Information Handling: Any information in the possession of the county/schools which is specific to a student, citizen, county/school business function, private business entity or other government entity which is not generally available to the public shall be designated Sensitive Information. Contract workers will under no circumstances remove Sensitive Information from county facilities. Any Sensitive Information which must reside temporarily on a hard drive or portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within the county premises or utilize strong encryption methods such as AES with a minimum key size of 128, but a preference for 256 or higher. No Sensitive Information may be remotely accessed by contract workers by dial in, VPN, web interface or other means without expressed consent of the department head and the Information Security Manager (county) or Director of Technology (schools). Any access to county/schools information by contract workers from outside the county intranet shall be in accordance with existing Information Systems Technology

(IST)/Chesterfield County Public Schools (CCPS) Technology department security policies and procedures. Contract worker network connected computer equipment will be subject to all applicable IST/CCPS policies and procedures. Any exception to this application of policies shall be approved by the CCPS Department of Technology / county Information Security Manager and Chief Information Officer or designees. All data associated with the business solution which is designated "sensitive" as described above, shall remain within the continental United States and is not eligible for export to other countries.

- 2.31 The offeror shall submit assurance methods (i.e., Information Security policies, standard operating procedures, etc.) that demonstrate compliance with following information security best practices which govern all products and services provided on behalf of the vendor (offeror), sub-contractors, implementation partners, or other implementation resources utilized by the offeror. The submission should focus on the following information security best practice areas:
- Personnel Clearance
 - Access Control
 - Privacy and Compliance
 - Business Continuity and Incident Management
 - Quality of Security Administration and Operations
- 2.32 Precedence of Terms and Conditions: Any and all Special Terms and Conditions contained in this Request for Proposal that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Terms and Conditions, then the General Terms and Conditions shall prevail in their entirety.
- 2.33 Vendor Rewards/Gift Programs: It is the policy of the County not to participate in any rewards programs offered by vendors and not to accept any gifts or gift cards, or other rewards from vendors for purchases made by the County. If you customarily provide, or if you plan to provide, rewards programs, gifts or gift cards, or other rewards to your customers for purchases made by such customers, you must identify this fact in your proposal and demonstrate in the proposal how you have applied the value of such rewards to a reduction in the price of the goods and/or services being offered to the County.
- 2.34 Illegal Aliens: In accordance with the *Code of Virginia*, Section 2.2-4311.1, the Contractor hereby agrees that he does not and shall not, during the performance of this contract, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986.
- 2.35 Addenda: Any changes or supplemental instructions to this Request for Proposal shall be in the form of written addenda. All addenda are downloadable from the Purchasing Department web site at www.chesterfield.gov/purchasing. Each offeror is responsible for determining that all addenda issued have been received. All addenda so issued shall become part of the RFP and any resulting contract documents.
- 2.36 Negotiating Contract Reductions: The County reserves the right, at any time during the contract term or any extension of the term, to renegotiate with the contractor a reduction in the compensation paid to the contractor that is less than the compensation initially agreed to by the contractor and the County at the time of contract execution/issuance of the purchase order. The County may initiate such negotiations whenever the County determines that it is in the County's best fiscal interests to do so. Notwithstanding any other provision of this contract/purchase order to the contrary, the County may terminate this contract/purchase order immediately and without

penalty if the County is unable to renegotiate the compensation with the contractor to an amount which the County determines to be appropriate.

3. **BACKGROUND INFORMATION**

- 3.1 The Accounts Payable section of the Accounting Department is responsible for issuing policies and procedures relating to the processing of County invoices. The accounts payable function for both the County and Schools is centralized in one location. The County's integrated financial system is used countywide to process, track and monitor encumbrances and expenditures and is integrated with the Purchasing Department's procurement module. The scope of this audit will include both County and School transactions. The County has an Internal Audit Department, which also routinely conducts audits of accounts payable activity. The County currently has three modes of payment – regular check runs, electronic fund transfers (EFT's) and procurement cards. See attachment I for volume and dollar levels for each type of disbursement.

4. **SCOPE OF SERVICES**

- 4.1 Perform a recovery audit of the County's payment of invoices for inventory, supplies, services, capital projects, and other expenses. The review should identify payment errors including but not limited to: duplicate payments, invoicing errors, pricing errors, unrecorded purchasing returns, overpayments, failure to apply applicable discounts, rebates, or other allowances, and other errors resulting in inaccurate payments, the recovery of which would create an economic benefit for the County. This review should include an examination of all relevant media such as electronic files, imaged records, paper records and other related records.
- 4.2 The recovery audit shall be performance-based and the County will not pay any charges for the audit services. There will be no fees charged to the County when there are no refunds obtained. No fees will be paid for future savings. The Contractor shall receive payment for services only as a percentage of the money refunded or credited to the County by vendors. Payment shall be due after money is refunded or credited to the County and reflected on the records of the vendor.
- 4.3 Provide and utilize software to review all expenditures as listed in Attachment 1 for fiscal years 2009 and 2010 for the purpose of identifying recoverable costs, unless certain expenditures are specifically excluded from review by the County.
- 4.4 Utilize auditing best practices techniques during the course of the audit work in order to ensure due diligence in efforts to identify funds legitimately owed the County. The auditor should strive to minimize the administrative burden on the Accounts Payable Office to the extent practicable.
- 4.5 Obtain sufficient knowledge of the County's integrated accounting system (IFAS) and support systems e.g., laser fiche, in order to perform a comprehensive review of County expenditures. The auditor should examine documentation such as the Travel Policy 1-1, Bill Approval and Documentation Policy 1-5, Purchasing Card Policy 1-15 and Accounts Payable Desk Procedures.
- 4.6 Abide by an agreed-upon process for collection of overpayments. Contractor shall submit documentation for all potential refunds due to the County, along with a recommendation as to the procedure for attempted recovery. Unless documented in writing, a recovery due to the Contractor's services shall not be eligible for payment of a fee to the Contractor. Obtain County's approval for prospective vendor negotiations and conduct all negotiations with vendors jointly with the County, unless directed otherwise. Attempts to recover funds and negotiations with vendors shall proceed only at the written direction of the County.

- 4.7 Work with County vendors to secure the payments that are owed by them as a result of the review conducted by the auditor. Contractor shall bear the responsibility to track refund payments and follow-up with vendors to resolve any refund disputes. Recovery payments will be made to the Treasurer, Chesterfield County. The auditor shall not accept any recovery payments directly or indirectly from the vendors.
- 4.8 The physical records of the County shall remain on-site. No direct access to the County's electronic financial system will be provided except to review electronic images of invoices as needed. County records must remain completely confidential and shall not be disclosed or used for any purpose other than this engagement.
- 4.9 Reporting
- A. Provide ongoing status reports throughout the audit process that describe the progress of the audit effort and whether the progress-to-date is on target with the audit schedule completion date.
 - B. Provide, at agreed-upon intervals, a report on the identification of all recovery items, the reason for the recovery, the amount of the recovery, the source of the recovery, the entity from which the recovery is due, and the status of the recovery effort.
 - C. Provide a final report upon completion of the audit. The final report should provide summary information by fiscal year of total expenditures reviewed, amounts recovered, source of the recovery, and the entity from which the funds were recovered. The report should also contain recommended corrective actions and best business practices as well as process improvement opportunities associated with the vendor payment processes.

5. ASSISTANCE TO BE PROVIDED BY THE COUNTY

5.1 County Responsibilities:

- A. The County shall determine, in its sole discretion, which overpayments are collected and the manner of collection. The auditor shall have no right to take action to collect any overpayments, and expressly agrees not to do so without the approval of the County. The County may elect to pursue some specific recoveries on its own. Once approval from the County is granted, the auditor shall confirm overpayments and be responsible for the collection effort. The County makes no representation, warranty or covenant of any kind or nature whatsoever regarding the amount of existing overpayments or, of any such overpayments, the amount that will be pursued or ultimately recovered.
- B. Designate a person to act as the County's representative with respect to the work to be performed under this Agreement. Such person shall have the authority to transmit instructions, receive information, interpret and define the County's policies and decisions.
- C. Provide all information in possession of the County which relates to the County's requirements for the project or which is relevant to the project.

6. CONTRACT TERM

- 6.1 The initial term of this contract shall be for that period of time necessary to complete the work for fiscal years ending June 30, 2009 and June 30, 2010.

7. RENEWAL

- 7.1 The resulting contract may be renewed by the County for (3) additional successive audits for fiscal years ending June 30, 2011, and June 30, 2012, and June 30, 2013 under the terms and conditions of the original contract.
- 7.2 Upon a determination by the County to renew this contract for additional terms, written notification will be given to the Contractor.
- 7.3 Any price increases for fiscal years ending June 30, 2011 and June 30, 2012, and June 30, 2013, shall be negotiated annually based on the following:
- A. The contract price(s) for the fiscal year June 30, 2011 audit shall not exceed the contract price(s) of the original contract increased by more than the percentage increase/decrease of Table 4 - Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W): U. S. City Average, by expenditure category and commodity and service group - "Other Services" category of the Consumer Price Index (CPI) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be <http://www.bls.gov/cpi>.
 - B. If during any subsequent renewal periods, the County elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased by more than the percentage increase/decrease of Table 4 - Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W): U. S. City Average, by expenditure category and commodity and service group - "Other Services" category of the Consumer Price Index (CPI) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be <http://www.bls.gov/cpi>.

8. EXTENSION OF CONTRACT

- 8.1 The County has the right to extend this contract up to and not to exceed one hundred eighty (180) days following any term on the contract.

9. PROPOSAL SUBMISSION INSTRUCTIONS

- 9.1 In order to facilitate the analysis of responses to this RFP offerors should prepare the proposal with the instructions outlined in this section and should structure the proposal response so that it contains individual tabs/sections detailing proposed services.
- A. Offerors responses should be prepared as simply as possible with straightforward, concise descriptions of the capabilities to satisfy the requirements of this RFP.
 - B. Expensive bindings, color displays, promotional materials, demo CDs etc., are not needed. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All information should be presented in a non-technical format to ensure understanding. All responses should be tailored specifically for Chesterfield County.
 - C. Chesterfield County encourages proposals that provide innovative alternatives to addressing the County's existing needs as described in the solicitation. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material.

9.2 Detailed Submittal Format – Proposals should include the following information:

- A. Introduction letter, signed signature page and addenda acknowledgement, if applicable.
- B. Executive summary - provide a narrative, prepared in non-technical terms, summarizing the offeror's proposal. The executive summary should identify the primary contact for the Proposal Team including name, address, telephone number and e-mail address.
- C. Detailed response to information requested in Section 2.31 regarding assurance methods.
- D. A detailed description of the services to be provided which addresses each of the topics listed in Section 4 Scope of Services. Clearly state your ability to meet or exceed the requested services.
- E. Provide a detailed explanation of the audit methodology to be used to include all anticipated County personnel time required during the process. Such information should include, but not be limited to:
 - 1. Detailed description of the process used to manage recoveries to include the roles of the Auditor and County personnel.
 - 2. A work schedule including the approximate date the audit will begin (including preliminary field work) and end, and the approximate dates for delivery of the Auditor's reports.
 - 3. A listing of all major tasks to be performed by the Auditor and the deliverable products associated with each task.
 - 4. A time schedule associated with the completion of each task to include an estimated lead time needed for the Accounts Payable Office to prepare.
 - 5. Detail how the firm's expenditures software works and what expenditure attributes and information will be tested.
 - 6. Provide a sanitized example of a final audit report the firm has issued including findings and recommendations to be taken.
 - 7. Identify generally the firm's plans to address the Health Insurance Portability and Accountability Act's (HIPAA) privacy and security requirements with respect to the firm's client and audit process. The firm awarded the contract will be required to sign a HIPAA Business Associate Agreement.
- F. Statement of Qualifications and Capacity of firm to provide services required. Such information should include, but not be limited to:
 - 1. A description of the organizational and staff experience as it relates to meeting the County's needs to include experience administering similar contracts for government entities.
 - 2. Address firm's size; structure, number of years in business.

3. Provide historical statistical information concerning the average fee for audits and the average amount of expenditure recoveries received.
4. Provide financial statements, i.e. audited annual financial reports, for the previous three (3) years.
5. Provide acknowledgement that:
 - a. Appropriate licensing has been obtained to perform the audit, as provided by applicable laws of the Commonwealth of Virginia.
 - b. The firm will provide adequate supervision on a day-to-day basis.
- G. Key Individuals – The offeror should provide a list of key individuals to be assigned to the County's contract, specify their role in administering the contract, and provide a current biography/resume for each individual.
- H. References - All offerors shall include a list of a minimum of five references, from similar projects/contracts, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names and addresses, contact persons, phone numbers and e-mail addresses of all references. The County reserves the right to contact references other than, and/or in addition to those furnished by an offeror. References may or may not be reviewed or contacted at the discretion of the County.
- I. Compensation in accordance with Section 10, Pricing Schedule.

10. **PRICING SCHEDULE**

- 10.1 The recovery audit shall be performance-based and the County will not pay any charges for the audit services or incidentals. The County will pay the Contractor the percentage of expenditure recoveries actually received by the County.

Contingency Fee: Provide the percentage the Contractor will receive of the expenditure recoveries received by the County as a result of the Contractor's work.

% _____

11. **EVALUATION CRITERIA**

- 11.1 These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for interviews and/or negotiations. Individual criteria will be assigned varying weights at the County's discretion to reflect relative importance. Offerors are required to address each evaluation criterion in the order listed and to be specific in presenting their qualifications.
 - A. Demonstrated ability to comprehensively perform all services detailed in the RFP.
 - B. Offeror's approach/methodology employed in performing audit services.
 - C. Overall qualifications and capacity of the firm to perform the services required. Experience and qualifications of the proposed personnel assigned to provide the services.
 - D. Recovery Percentage charged.

12. SELECTION PROCEDURE

- 12.1 Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal and award the contract to that offeror. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

13. INQUIRIES

- 13.1 Questions of a technical nature which may arise as a result of this solicitation may be directed to Louis G. Lassiter, Director of Internal Audit at (804) 748-1240. Any other questions may be directed to Jo Carol Mayton, Principal Contract Officer, at (804) 748-1834, or by email to purchasing@chesterfield.gov. Inquiries must be received at least 7 business days prior to the due date in order to be considered. Contact initiated by a bidder/offeror concerning this solicitation with any other County representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the bidder/offeror from this transaction.

SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in **RFP #11-0162**.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, 498.4 of the *Code of Virginia*, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County of Chesterfield, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County of Chesterfield, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of Chesterfield. Furthermore, offeror is in compliance with the *State and Local Government Conflict of Interests Act 2.2-3100*, supplemented by Article 6, 2.2-4367-69 of the *Code of Virginia*. Specifically, no county employee, county employee's partner, or any member of the county employee's immediate family holds a position with the offeror such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent.

To receive consideration for award, this signature sheet must be returned to the Purchasing Department as it shall be a part of your response.

Complete Legal Name of Firm: _____

Address: _____

Federal Tax ID Number: _____

Signature of Authorized Representative: _____

Typed Name and Title: _____

Please provide the primary contact person for questions and concerns relative to this project:

Contact Name and Title: _____

Phone: (____) _____ **Fax:** (____) _____ **Email:** _____

We hereby provide the following information to Chesterfield County regarding our business. We understand that it is provided for statistical purposes only and all firms submitting proposals will receive equal consideration.

Minority-Owned Business: Yes _____ No _____

Women-Owned Business: Yes _____ No _____

Chesterfield Business: Yes _____ No _____

ATTACHMENT I
County Expenditure Payment Activity For 2009, 2010

Procurement Cards

Fiscal Year	Number of Transactions	Dollar Amount
2009	5,561	1,082,075
2010	6,636	983,528

ACH Payments

Fiscal Year	Number of Payments	Dollar Amount
2009	2399	58,660,982
2010	2265	41,427,155

Check Payments (Main)

Fiscal Year	Number of Checks	Dollar Amount
2009	66,919	441,639,076
2010	64,086	429,638,270

Total Number of Invoices

Fiscal Year	Number of Invoices
2009	124,035
2010	116,080